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DATED 28th March 1995

THE REVEREND CANNON KENNETH HARPER,
MR ROBERT WILLIAM GRAHAM and
MR ALAN FORSTER ARMSTRONG

- and -

PARISH COUNCIL OF WALTON

C O N V E Y A N C E

- of -

The Village Hall, Parish of Walton in
the County of Cumbria

WE CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL
Burnetts
BURNETTS SOLICITORS
CARLISLE
10th DAY OF February 2006

BURNETTS
CARLISLE

50p 4
30/3/95
Ann

PRESENTED

130 MAR 1995

No. 1443/95

THIS CONVEYANCE is made the twenty eighth day of

March

1995 between THE REVEREND CANNON

KENNETH HARPER of Rose Cottage Rockcliffe Cumbria

ROBERT WILLIAM GRAHAM of Thomas Dean Solmain Walton

Cumbria ALAN FORSTER ARMSTRONG of Townhead Farm

Walton Cumbria being the present Trustees of the

Walton Village Hall (hereinafter called "the

Trustees") of the one part and the PARISH COUNCIL of

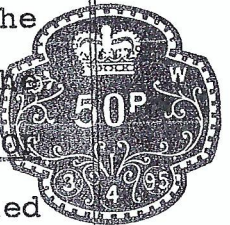
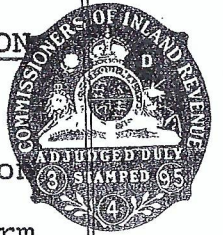
WALTON in the County of Cumbria (hereinafter called

"the Council") of the other part

WHEREAS

(1) By a Conveyance (hereinafter called "the Conveyance") dated the 31st day of August 1973 and made between Peter David Johnson of the one part and the Trustees and Thomas William Wilkinson of the other part all that piece of land hall and premises known as and occupied as the Village Hall (formerly the Parish School) in the Parish of Walton in the County of Cumbria and more particularly described in and delineated on the plan attached to the Conveyance (hereinafter referred to as "the Village Hall") was conveyed to the Trustees and Thomas William Wilkinson in fee simple upon the trusts then applicable thereto

(2) Thomas William Wilkinson died on the 31st day of December 1985



(3) The Trustees desire to vest the Village Hall
in the Council _____

NOW THIS CONVEYANCE WITNESSES as follows:-

1. The Trustees as Trustees HEREBY CONVEY unto
the Council ALL THAT the before mentioned
property comprised in the Conveyance being the
Village Hall TO HOLD the same unto the Council
in fee simple upon the trusts and subject to
the powers and provisions set out in the
Schedule hereto _____

IN WITNESS whereof the Trustees have hereunto set
their hands and John Brian Hogg and John Robinson
two members of the Council have pursuant to a
resolution of the Council passed on the 14th day of
June 1993 hereunto set their hands the day and year
first before written _____

THE SCHEDULE

1.(a) The Village Hall shall be held upon trust for
the purposes of a Village Hall for the use of
the inhabitants of the Parish of Walton in the
County of Cumbria (hereinafter called "the
area of benefit") without distinction of
political religious or other opinions
including use for meetings lectures and
classes and for other forms of recreation and
leisure time occupation with the object of

improving the conditions of life of the said inhabitants _____

(b) The Village Hall shall be administered in conformity with the provisions of this deed by the committee of management hereinafter constituted (hereinafter called "the Committee") who shall be the charity trustees within the meaning of Section 46 of the Charities Act 1960 _____

2. The Parish Council of Walton shall be the custodian trustee of the Village Hall and the provisions of Subsection (2) of Section 4 of the Public Trustee Act 1906 shall apply to the said Council and to the Committee respectively in like manner as they apply to the Public Trustee and Managing Trustees _____

3.(a) Except as hereinafter in this clause provided the Committee shall consist of a Chairman a Secretary a Treasurer and two other members to be appointed by the Council annually, the first Committee to take office on the date of this deed and each subsequent Committee to take office at each anniversary hereafter of the date of this deed _____

(b) All members of the Committee shall retire from office after 12 months in office or at the next anniversary of the date of this deed

after appointment whichever shall first occur
but any member may be re-appointed by the
Council _____

(c) A casual vacancy on the Committee may be
filled by the Committee _____

(d) The constitution of the Committee as herein
before provided may be altered from time to
time by a resolution of the Council _____

4. The proceedings of the Committee shall not be
invalidated by any failure to appoint or any
defect in the appointment election or
qualification of any member _____

5. No person shall be entitled to act as a member
of the Committee until after signing in the
minute book of the Committee a declaration of
acceptance and of willingness to act in the
trusts of this deed _____

6. No member of the Committee shall take or hold
any interest in any property otherwise than as
Trustee for the purposes hereof or receive any
remuneration or be interested in the supply of
work or goods at the cost of the Village Hall
save that any member of the Committee may be
remunerated for the supply of work or goods
provided either:

(a) The amount to be paid does not exceed £500.00
or _____

(b) (i) The Committee has invited tenders for the supply of work or goods by advertisement in a newspaper circulating in the area of benefit and _____

(ii) The said member has tendered in response to the said advertisement and _____

(iii) All the other members of the Committee have resolved unanimously to accept the said members tender he being ineligible to vote on the resolution or to take any part in the discussions leading to the vote on that resolution _____

7. Any member of the Committee who is adjudged bankrupt or who makes a composition or arrangement with his creditors or who is incapacitated from acting or who communicates in writing to the Committee his wish to resign shall thereupon cease to be a member

8. The Committee shall hold at least two ordinary meetings in each year but a special meeting may be summoned at any time by the chairman or any two members upon seven clear days notice being given to all other members of the matters to be discussed _____

9. Unless otherwise provided herein every matter shall be determined by a majority of the members of the Committee present and voting on

the question but in the case of equality of votes the chairman of the meeting shall have a second or casting vote _____

10.(a) There shall be an annual general meeting in connection with the Village Hall which shall be held in the month of May in each year or as soon as practicable thereafter _____

(b) All inhabitants of the area of benefit of 18 years of age and upwards shall be entitled to attend and vote at the general meeting

(c) Public notice of every annual general meeting shall be given in the area of benefit at least 14 days before the date thereof by affixing a notice to some conspicuous part of the Village Hall or other conspicuous place in the area of benefit and by such other means as the conveners think fit _____

(d) The Committee shall present to each annual general meeting the report and accounts of the Village Hall for the preceding year _____

11. The Committee shall cause all the buildings and other property chattels and assets of the Village Hall at all times to be kept in good repair and sufficiently insured against fire theft public liability and other reasonably insurable risks _____

12. After satisfying its obligations under the

preceding clause the Committee shall as and when it thinks fit apply the net yearly income of the Village Hall for the purposes of the Village Hall _____

13. Any sum of cash at any time belonging to the Village Hall and not needed as a balance for working purposes shall be invested _____

14. The Committee may receive any additional donations or endowments for the general purposes of the Village Hall and it may also accept donations or endowments for any special objects connected with the Village Hall not inconsistent with the provisions of this deed

15. The Committee shall provide and keep a minute book and books of account and copies thereof shall be sent to the Council _____

16. The Committee may with the consent of the Council from time to time by mortgage or otherwise obtain such advances on the security of the Village Hall or any part thereof as maybe required for maintaining extending or improving the same or any part thereof or erecting any building thereon or for the work carried out therein and may continue or may repay in whole or any part from time to time any existing mortgage or charge on the Village Hall _____

17. If the Council decides at any time that on the ground of expense or otherwise it is necessary or advisable to discontinue the use of the Village Hall in whole or in part for the purposes stated herein it shall call a meeting of the inhabitants of the age of 18 years or upwards of the area of benefit of which meeting not less than 14 days notice (stating the terms of the resolution that will be proposed there at) shall be posted in a conspicuous place or places on the Village Hall and advertised in a newspaper circulating in the area of benefit and if such decision shall be confirmed by three quarters of such inhabitants present and voting at such meeting the Council may with the consent of the Charity Commissioners or the Secretary of State let or sell the Village Hall or any part thereof. All monies arising from such letting or sale (after the satisfaction of any liabilities properly payable there out) shall with such consent as aforesaid be applied either in the purchase of other property approved by the Council and to be held upon the trusts for the purposes and subject to the provisions hereinbefore set forth (including this power) or as near thereto as

circumstances shall permit or towards such other charitable purposes or objects for the benefit of the inhabitants of the area of benefit as maybe approved by the Charity Commissioners or the Secretary of State and meanwhile such monies shall be invested and any income arising therefrom shall either be accumulated (for such time as maybe allowed by law) by investing the same and the resulting income thereof in like manner as an addition to and to be applied as capital of such investments or shall be used in furthering the purposes specified in this deed _____

18. Within the limits prescribed by this deed the Committee may from time to time make and alter rules for the management of the Village Hall and in particular with reference to _____

(a) the terms and conditions upon which the Village Hall maybe used by persons or bodies other than the Committee for the purposes specified in this deed and the sum (if any) to be paid for such use _____

(b) the deposit of monies at a proper Bank or Building Society and the safe custody of documents _____

(c) the appointment of an auditor _____

(d) the engagement and dismissal of such other _____

SIGNED AS A DEED by
ALAN FORSTER ARMSTRONG

in the presence of:-

A F Armstrong

Sheila M. Mounsey

*Ashfield,
Liversdale,
Cotville.*

SIGNED AS A DEED by

JOHN BRIAN HOGG

in the presence of:-

J. B. Hogg

Simon Duthine

*Thornesmoor,
Waltham,
Cumbria.*

SIGNED AS A DEED by

JOHN ROBINSON

in the presence of:-

J Robinson

Simon Duthine

*Thornesmoor,
Waltham,
Cumbria.*